

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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	:	
UNITED STATES OF AMERICA	:	
	:	<u>STIPULATION AND ORDER</u>
	:	
-v.-	:	S1 15 Cr. 333 (LTS)
	:	
GERY SHALON,	:	
a/k/a “Garri Shalelashvili,	:	
a/k/a “Gabriel”	:	
a/k/a “Gabi”	:	
a/k/a “Phillipe Mousset”	:	
a/k/a “Christopher Engeham,”	:	
	:	
Defendant.	:	
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WHEREAS, on November 9, 2015, GERY SHALON (the “Defendant”), among others, was charged in a twenty-three count Superseding Indictment, S1 15 Cr. 333 (LTS) (“Indictment 15 Cr. 333”), with conspiracy to commit computer hacking, in violation of Title 18, United States Code, Section 371 (Count One); computer hacking, in violation of Title 18, United States Code, Sections 1030(a)(2)(A), 1030(c)(2)(B) and 2 (Count Two); computer hacking, in violation of Title 18, United States Code, Sections 1030(a)(2)(C), 1030(c)(2)(B), and 2 (Count Three); conspiracy to commit securities fraud, in violation of Title 18, United States Code, Section 371 (Count Four); conspiracy to commit wire fraud, in violation of Title 18, United States Code, Section 1349 (Count Five); securities fraud, in violation of Title 15, United States Code, Sections 78j(b) and 78ff, Title 17, Code of Federal Regulations, Section 240.10b-5, and Title 18, United States Code, Section 2 (Counts Six through Twelve); wire fraud, in violation of Title 18, United States Code, Sections 1343 and 2 (Count Thirteen); identification document fraud conspiracy, in

violation of Title 18, United States Code, Sections 1028(f) and 2 (Count Fourteen); aggravated identity theft, in violation of Title 18, United States Code, Sections 1028A and 2 (Count Fifteen); Unlawful Internet Gambling Enforcement Act conspiracy, in violation of Title 18, United States Code, Section 371 (Count Sixteen); Unlawful Internet Gambling Enforcement Act, in violation of Title 31, United States Code, Sections 5363 and 5366, and Title 18, United States Code, Section 2 (Count Seventeen); operation of an illegal gambling business, in violation of Title 18, United States Code, Sections 1955 and 2 (Count Eighteen); conspiracy to commit wire fraud, in violation of Title 18, United States Code, Section 1349 (Count Nineteen); conspiracy to operate an unlicensed money transmitting business, in violation of Title 18, United States Code, Section 371 (Count Twenty); operation of an unlicensed money transmitting business, in violation of Title 18, United States Code, Section 1960 and 2 (Count Twenty-One); and money laundering conspiracy, in violation of Title 18, United States Code, Section 1956(h) (Counts Twenty-Two and Twenty-Three);

WHEREAS, the Defendant was an owner of Nener Finance Corp., Inc.;

WHEREAS, Nener Finance Corp., Inc. was an investor in BigTree Solutions, Inc. (“BigTree”), a Missouri limited liability company;

WHEREAS, on June 24, 2016, BigTree entered into a Bill of Sale to sell all of BigTree’s assets to DeliverLogic, Inc. (“DeliverLogic”), a Delaware corporation and in consideration for the Bill of Sale, DeliverLogic provided BigTree with a Promissory Note in the amount of \$230,000.00 (“Note”);

WHEREAS, on or about April 27, 2017, the Defendant pled guilty to Counts One through Twenty-Three of the Indictment;

WHEREAS, on or about March 25, 2021, the Court entered a Consent Preliminary Order of Forfeiture as to Specific Property/Money Judgment (D.E. 178), which imposed a money judgment against the Defendant in the amount of \$413,721,087 in United States currency, and ordered the forfeiture to the United States of all right, title and interest of the Defendant in various property, including the following property:

- i. Any and all assets of BigTree Solutions Inc. and BigTree Solutions LLC, including but not limited to any assets or interest purportedly transferred from BigTree Solutions to DeliverLogic, Inc.

(the “Subject Property”);

WHEREAS, DeliverLogic has advised the Government of its interest in the Subject Property, specifically the assets of BigTree that were sold to DeliverLogic;

WHEREAS, the United States and DeliverLogic (collectively, the “Parties”) have agreed, in order to avoid further litigation, to resolve their claims to the Subject Property on the terms and conditions set forth below.

IT IS HEREBY STIPULATED AND AGREED, by and between the United States of America, by its attorney DAMIAN WILLIAMS, United States Attorney, Assistant United States Attorney Noah Solowiejczyk, and DeliverLogic Inc., and its counsel, J. Chris Bristow, Esq., that:

1. In lieu of forfeiting the Subject Property to the Government, DeliverLogic shall make payments totaling \$300,000.00 in United States currency (the “Payments”) to the Government, the first of which shall be made upon entry of this Stipulation and Order in the amount of \$200,000 in United States currency. Not later than 180 days from the date of entry of this Stipulation and Order, DeliverLogic shall make a second payment in the amount of \$100,000 in United States currency to the Government.

2. The Payments shall be made by postal money order, bank or certified check, made payable, in this instance, to the United States Marshals Service, and delivered by mail to the United States Attorney's Office, Southern District of New York, Attn: Money Laundering and Transnational Criminal Enterprises Unit, One St. Andrew's Plaza, New York, New York 10007 and shall indicate the Defendant's name and case number.

3. Provided DeliverLogic makes the Payments to the Government, the Government shall not seek to forfeit the Subject Property or otherwise include the Subject Property in a Final Order of Forfeiture.

4. DeliverLogic shall not take any action to sell or otherwise encumber the Subject Property until the Payments have been made to the Government.

5. In the event DeliverLogic fails to make the Payments, this Stipulation and Order shall be deemed null and this Stipulation and Order shall be vacated.

6. The terms of this Stipulation and Order shall be subject to approval by the Court.

7. The Parties agree to execute any documentation to implement the terms of this Stipulation and Order.

8. The Parties hereby agree to waive all rights to appeal or otherwise challenge or contest the validity of this Stipulation and Order.

9. This Stipulation and Order shall in no way be deemed an admission of culpability, liability, or guilt on behalf of the Parties, or any of their respective agents, officers, or employees, past and present.

10. Each party shall bear its own costs and fees, including attorney's fees.

11. This Court will have exclusive jurisdiction over the interpretation and enforcement of this Stipulation and Order.

12. Each party signing this Stipulation and Order warrants that they are authorized to sign this Stipulation and Order on behalf of the party for whom their signature appears.

13. This Stipulation and Order constitutes the complete agreement between the Parties and may not be amended except by written consent of the Parties.

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14. The signature pages of this stipulation may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. A facsimile or electronic image of the original signature of any party executing this Stipulation and Order shall be deemed an original signature, and shall constitute an original as against the party whose signature appears in the facsimile or electronic image.

AGREED AND CONSENTED TO:
DAMIAN WILLIAMS
United States Attorney
Southern District of New York

By: /s Noah Solowiejczyk 08/09/22
Noah Solowiejczyk
Assistant U.S. Attorney
One St. Andrew's Plaza
New York, New York 10007
Tel. No. (212) 637-2473
DATE

By: /s J. Chris Bristow 08/09/22
J. Chris Bristow, Esq.
Counsel for the DeliverLogic Inc.
Critton Luttier Coleman
303 Banyan Boulevard, Suite 400
West Palm Beach, Florida 33401
DATE

SO ORDERED:

/s/ Laura Taylor Swain 8/10/2020
HONORABLE LAURA T. SWAIN
UNITED STATES DISTRICT JUDGE
DATE